

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ST. PAUL FIRE & MARINE INSURANCE CO.
as subrogor of KANAN FASHIONS, INC.

Index No.: 07 cv 10593 (GBD)

Plaintiff,

RULE 56.1 STATEMENT

- against-

AMERICAN AIRLINES, INC.,

Defendant.
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Pursuant to Local Rule 56.1, Defendant American Airlines, Inc. ("American") submits this Statement of Undisputed Material Facts in support of its motion for summary judgment:

1. Sri Lankan Airlines issued master air waybill number 603-2906-1292 governing the shipment at issue. (See Tesser Aff., Ex. 1).
2. The shipper on the master air waybill is Expolanka Freight Ltd. and the consignee is Met Logistics. (See Tesser Aff., Ex. 1).
3. The master air waybill provides that the subject shipment is to be transported "By [the] First Carrier" Sri Lankan Airlines to "LHR" or London's Heathrow airport. (See Tesser Aff., Ex. 1).
4. The master air waybill provides that American is to transport the subject shipment from London to "ORD" or Chicago's O'Hare International Airport. (See Tesser Aff., Ex. 1).
5. The first portion of the carriage between Sri Lanka and London's Heathrow Airport was performed by Sri Lankan Airlines, as evidenced by the designation "UL" in the box entitled "By First Carrier" on the master air waybill. (See Tesser Aff., Ex. 1).

6. The second portion of the trip, between London and Chicago, was performed by American Airlines, as evidenced by the designation "AA" on the master air waybill. (See Tesser Aff., Ex. 1).

7. Expolanka Freight Limited issued house air waybill number EFL 000098220. (See Tesser Aff., Ex. 2).

8. The shipper on the house air waybill is Gartex Industries Lanka (PPT) Ltd. and the consignee is Kanan Fashions Inc. (See Tesser Aff., Ex. 2).

9. St. Paul Fire & Marine Insurance Co. ("St. Paul") made payment to its insured, Kanan Fashions, Inc. ("Kanan") in the amount of \$33,303.91 in connection with the subject shipment. (See Tesser Aff., Ex. 3).

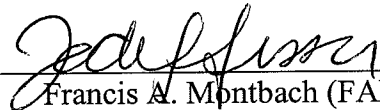
10. In exchange for the payment, Kanan executed a Subrogation Receipt on behalf of St. Paul. (See Tesser Aff., Ex. 3).

11. On or about November 27, 2007, plaintiff filed a Complaint against American in connection with the subject shipment. (See Tesser Aff., Ex. 4).

12. On or about January 24, 2008, American filed an Answer, alleging, *inter alia*, that plaintiff lacks standing to sue American. (See Tesser Aff., Ex. 5).

Dated: New York, New York
June 3, 2008

MOUND COTTON WOLLAN
& GREENGRASS

By 
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(212) 804-4200

UNITED STATES DISTRICT COURT)
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AFFIDAVIT OF SERVICE

Lynn Cappiello, being duly sworn, deposes and says:

That deponent is not a party to this action, is over the age of 18 years and resides in Nassau County, New York.

That on June 3, 2008, deponent served the within **RULE 56.1 STATEMENT** upon:

James P. Krauzlis, Esq.
Badiak & Will, LLP
106 3rd Street
Mineola, New York 11501-4404

the addresses designated by said entities for that purpose by depositing the same enclosed in a first-class postpaid properly addressed wrapper to said entities at the above addresses in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.


Lynn Cappiello

Sworn to before me this 3rd .
day of June, 2008



NOTARY PUBLIC

CATHERINE RITZER
Notary Public, State of New York
No. 30-4744978
Qualified in Nassau County
Commission Expires September 30, 2009